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3 BILL NO. S-78-05-23

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SPECIAL ORDINANCE NO. S-109-78

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AN ORDINANCE approving an Agreement to
purchase Real Estate from Mr. John Lee
Gaft for Neighborhood Care, Inc.

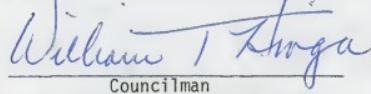
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8 NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That the Agreement to purchase Real Estate dated
11 April 26, 1978, between the City of Fort Wayne, by and through its Mayor
12 and Neighborhood Care, Inc., and Mr. John Lee Gaft, for:

13 Lot 50, Huestis & Taylors Sub Addition
14 for the total cost of \$15,100.00, all as more particularly set forth in
15 said agreement which is on file in the Office of Neighborhood Care, Inc.
16 and is by reference incorporated herein, made a part hereof and is
17 hereby in all things ratified, confirmed and approved.

18 SECTION 2. That this Ordinance shall be in full force and
19 effect from and after its passage and approval by the Mayor.

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21 William T. Shoga
22 Councilman

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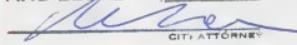
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APPROVED AS TO FORM
AND LEGALITY,


Peter J. O'Connor
CITY ATTORNEY

Read the first time in full and on motion by Haga; seconded by

V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____ at _____ o'clock M.E.S.T.

DATE: 5-23-78

Charles W. Westerman

CITY CLERK

Read the third time in full and on motion by Haga, seconded by Stier, and duly adopted, placed on its passage.

PASSED (COST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
HUNTER	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	_____	_____	_____	<u>X</u>	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 7-11-78

Charles W. Westerman

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. 8-109-78 on the 11th day of July, 1978
ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th
day of July, 1978, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 18th day of July, 1978,
at the hour of 4:00 o'clock P.M., E.S.T.

Robert E. Armstrong
MAYOR

H.C.D. 7/11/78 Have C.D.P.
John H. Schmidt Congressman
2 June 21. Edith Nason

Bill No. S-78-05-23

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
Approving an Agreement to purchase Real Estate from Mr. John Lee
Graft for Neighborhood Care, Inc.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

William T. Hinga

John Nuckols
Paul M. Burns
Fredrick R. Hunter

7-11-78
CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

T. L. Bill Real Estate

APPRaiser - REALTOR

REAL ESTATE APPRAISEMENT

FOR

Neighborhood Care Inc
880 City County Bldg, Ft Wayne, Indiana

PROPERTY IDENTIFICATION

LOCATION:
2308-10 East Pontiac, Ft Wayne, Indiana

LEGAL DESCRIPTION:

Lot 50, Huestis & Taylors Sub Addition

Lot size: 56.66 x 150

PHYSICAL DESCRIPTION:

Two story frame structure containing approx 2200 sq ft of living area. Twelve total rooms including 6 bedrooms. 2 baths. Property was designed as a side by side duplex and is used as such at the present time. Interior is in generally good condition. Exterior is wood sided and roof is asphalt shingled. Exterior is in good condition. Constructed on divided basement foundation. A 400 sq ft two car garage is located to rear of lot. This is in poor condition. Located on level lot. Drainage is good.

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. Existing liens and encumbrances, if any, have been disregarded and the property has been appraised as though free and clear. It is assumed that the legal description furnished us is correct and that the title to the real estate is good and merchantable.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

The fee for this appraisal does not provide compensation for conference or testimony or attendance in court nor shall this appraiser be required to give testimony or to appear in any court by reason of the appraisal without previous arrangements having been made therefor.

MARKET APPROACH TO VALUE

ADDRESS	123-25 E Dewald	+	-	3806 S Lafayette	+	-	519 Madison	+	-
DATE SOLD	11/77	75	-	11/77	75	-	4/27	125	
LOT SIZE	50x150	-	-	40x127	-	500	41x150	100	
STYLE	2ST	-	-	2ST	-	-	2ST	-	
CONDITION	Gd	-	-	Gd	-	500	Gd	-	400
BEDROOMS	8	-	-	3	-	-	5	-	
BATHS	4	-	250	4	-	250	4	-	250
SF/LA	3600	-	5300	2284	-	-	2600	-	1010
GARAGE	20x40	-	200	No	300	-	3CAR	-	400
Carpat	-	400	-	-	100	-	-	-	200
Appliances	-	400	-	-	-	400	-	-	350
Location	-	-	-	-	-	700	-	-	500
TOTAL + or -	\$ - 6975			\$ - 1875			\$ - 1435		
SALE PRICES OF COMPARABLES	\$ 20500			\$ 16500			\$ 15250		
INDICATED VALUE(S)									
BY MARKET APPROACH	\$ 13575			\$ 14625			\$ 13815		

CORRELATION OF VALUES INDICATED BY COST AND MARKET APPROACH:

The cost and income approaches were not utilized because of age of property and the unavailability of adequate rental data for the area. The market approach indicates a value of \$14,600.

VALUE CONCLUSION: LAND \$ 1500 IMPROVEMENTS \$ 13100 TOTAL \$ 14600

CERTIFICATION

I do hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors affecting its value. I further certify that I have no present or contemplated future personal interest in this property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property. The sole compensation for the employment being a fair professional fee.

DATE April 5, 1978

Thomas L Bill

APPRaiser

THOMAS L BILL

DEFINITIVE

P.O. Box 483-2130

APR 11 1978

Fort Wayne, Indiana 46805

THOMAS L. BILL
REAL ESTATE, APPRAISER
P. O. Box 5375
Fort Wayne, Indiana 46805
(219) 483-2330

308-10 E Pontiac, Ft Wayne, Indiana
Photographic Views

Front View
N to S



Street View
E to W



April 10, 1978

Mr. Harold Lewis
Neighborhood Care Inc.
880 City/County Building
One Main Street
Fort Wayne, IN 46802

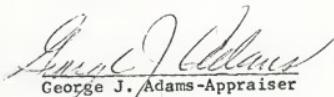
Re; Appraisal of 2308/10 E. Pontiac Street
Owner; John Lee Graft

Dear Mr. Lewis;

Pursuant to your request, I have personally inspected the site located at 2308/10 E. Pontiac Street, Fort Wayne, IN.

Having made an analysis of matters considered pertinent to estimating fair market value, I enclose herein the results of that estimate.

Sincerely;


George J. Adams - Appraiser



GEORGE J. ADAMS • Appraisals

6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

REPORT OF APPRAISAL

MADE FOR Neighborhood Care Inc. 880 City/County Building, Fort Wayne, IN

LOCATION: 2308/10 E. Pontiac Street, Fort Wayne, IN

LEGAL DESCRIPTION: Lot 50 Huestis & Taylor Sub. Add.

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property in fee simple as of this date.

"Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used."

OPINION OF VALUE

Appraised Value - Land	\$ 1700.00
Appraised Value - Improvements	\$ 13900.00
Estimated Fair Market Value	\$ 15600.00

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. It is assumed that the legal description furnished is correct and that the title to the real estate is good and merchantable. Existing liens and encumbrances, if any, have been disregarded in this appraisal, and the property has been appraised as though free and clear.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

Possession of this report does not carry with it the right of publication nor may it be used for any purpose by any one except to whom it is addressed except with the previous written consent of the appraiser and the client. The appraiser shall not be required to give testimony or to appear in any Court by reason of this appraisal without previous arrangements having been made therefor.

CERTIFICATION

I hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors effecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property.

DATE 4/10/78

George J. Adams - Appraiser

NEIGHBORHOOD DATA:

The subject neighborhood is located approximately 2700 South and 2300 East of center of the City of Fort Wayne, IN.

Schools, Churches, Shopping and service facilities are available but less than convenient to the area.

All City facilities, public walks, improved streets, concrete curbs and storm sewers are present and available to the area.

The neighborhood is zoned predominately residential and is thus composed chiefly of older single and multiple family residences. A large manufacturing facility is located on opposite side of street from subject. This facility appears as a detrimental influence but exerts only minor depression on values.

The majority of the dwellings are of frame construction, are generally in good condition. Average age of the dwellings is approximately 50 years.

The real estate market in the neighborhood appears weak and slow with demand appearing as fair to good.

Market conditions and detrimental influences combine to exert a moderate depression on values.

ASSESSED VALUATION AND TAXES:

The subject is currently assessed at \$690 for the land and \$2770 for the improvements. The current tax rate for Wayne Township is \$10.56. Thus, the tax expense for the subject would be \$365.38, not considering exemptions.

DESCRIPTION OF PROPERTY:

The subject comprises a rectangular parcel of land. The site has a frontage along Pontiac Street of 51.66 feet and a depth of 150 feet. An alley and utility easement provides the rear property line. This easement is normal and exerts no detrimental influence on value.

The subject consists of two buildings, one of which is a 20x20 frame garage with wood siding, VG asphalt roofing and folding doors. Condition is poor to fair. Dirt alley provides access to garage.

The second building is a frame constructed two family residence constructed over a basement foundation. Age is approximately 46 years. The total improved living area comprises 2178 square feet.

Condition is generally good with exterior reflecting recent repainting to all exposed wood surfaces. Asphalt roofing appears very good. Plumbing and electrical systems appear as generally good. Heating systems are conversion units from coal to gas and appear as original equipment with operation and remaining life questionable. Foundation appears as structurally sound but showing signs of age and some deterioration.

Both units have indentical floor plans that are very functional but third bedroom puts a burden on maximum rental rate.

ESTIMATE OF VALUE BY THE MARKET APPROACH:

Market approach is generally defined as that method whereby the subject is compared to recent sales of similar properties, adjusting for those differences considered pertinent to estimating fair market value.

COMPARABLES:

Property	SqFt	Sty	Rms	Brs	Baths	Const.	Car	Age Cond	Price	Base--Fin
Subject	2178	2	12	6	2	Wd/Frm	2D	46G		
3533 Reed Street	1700	2	9	4	2	Brick	1D	39G	21950	3/78 VA
3013 Plaza Drive	1512	2	7	3	2	Wd/Frm	1D	50VG	15500	2/78 VA
2803 Abbott Street	1450	2	10	4	3	Wd/Frm	2D	50G	14500	3/78 CONTR

Size/Rm Count	21950	15500	14500			
Age/Cond	+	2750	+	3800	+	4200
Location	-	2500	-	2000	-	1000
Finance	-	1000	-	1000	-	1000
Garage Diff	+	500	+	500		
Bath Diff					→	500
Kitchen Diff					→	500
Apply/Equip	-	250			→	250
Central A/C					→	
Siding Diff	-	2000			→	
Land Value	-	300	-	300	-	300
Subject		19150		12500		15150

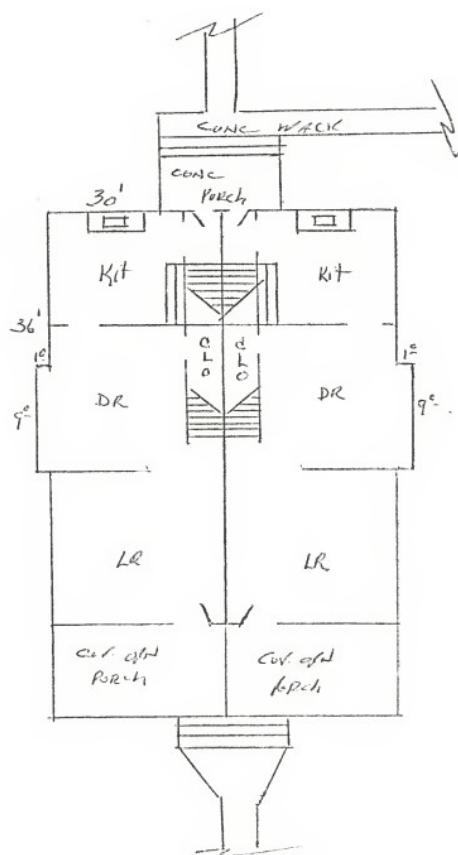
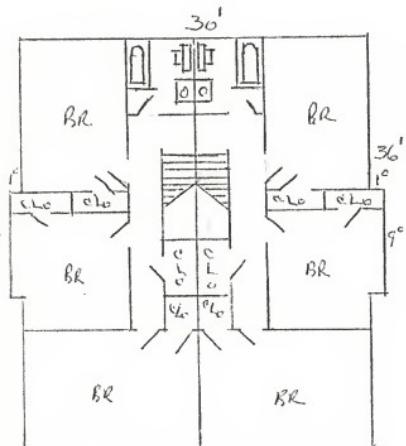
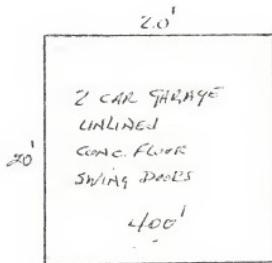
CORRELATION:

Giving equal emphasis to all three comparables as reflecting a valid indication of value, I am of the opinion, that as of April 9, 1978, the fair market value of the subject was;

FIFTEEN THOUSAND SIX HUNDRED (15,600) DOLLARS

DRAWINGS

2 STORY FRAME STRUCTURE
OVER FULL BASEMENT
TOTAL IMPROVED LIVING AREA
2178'



Photo's



SUMMARY STATEMENT OF THE BASIS
FOR JUST COMPENSATION

April 26, 1978

2308-2310 Pontiac

The parcel to be acquired consists of the following described property with the buildings thereon:

Lot 50 Huestis & Taylor Sub. Add

The real property for which the offer of just compensation was made and which were considered by the appraisers in establishing a fair market value for your property include:

Lot Size 51.66' x 150'
20x20 Garage Poor condition
Frame constructed house 46 Yrs. old Appox
2178 Sq. ft. Duplex
Conditions good
Roof appears very good
Plumbing & Electrical appears good
Two heating systems converted gas with life questionable,
Foundation sound but showing signs of age.

The fair market value which was approved by Neighborhood Care, Inc. is being offered to you is \$ 15,100 for the above described property improvements. This amount represents the full amount believed by Neighborhood Care, Inc. to be just compensation for the property. In accordance with state statute, Neighborhood Care, Inc. determination of just compensation is not less than the average of two independent appraisals conducted by competent professional appraisers for the fair market value of the property and is based on an inspection of the property.

In arriving at the acquisition price for any property, Neighborhood Care, Inc., nor the appraiser have reduced or increased the value of the parcel as a result of the area being designated for renewal. Increases or deductions in the value are based solely on physical deterioration.

If there are separately held interests in the property to be acquired, an apportionment of the total just compensation will be made based on Neighborhood Care, Inc. review of the appraisal. If any buildings, structures, fixtures, or other improvements comprising part of the real property are the property of a tenant, the total compensation for the property, including the property of such tenant shall be apportioned to the tenant and the owner so that the amount apportioned to the tenant's improvements and interest will be the greater of:

1. The fair market value of the tenant's leasehold estate in the property.
2. The amount the tenant's improvements contribute to the fair market value of the real property.
3. The fair market value of the tenant's improvements for removal from real property.

In light of the preceding information, Neighborhood Care, Inc. has set the previously stated amount as the acquisition price for your property.

LAND ACQUISITION STATEMENT

Your property (s) has been appraised by two independent appraisers to determine a just and reasonable price for acquisition. At that time, you or your designated representative were given the opportunity to accompany each appraiser during his inspection in order that all facts may be known for preparation of fair appraisals.

Neighborhood Care, Inc. will make every reasonable effort to acquire real property quickly and by negotiated sale. Just compensation for all property interests acquired shall be paid and acquisition activities shall be conducted in a manner that minimizes hardships to owners and tenants. All owners and tenants can be assured of consistent treatment.

Just compensation for each property is determined by Neighborhood Care, Inc. and is established by the average of the two appraisals. The amount of just compensation that will be offered to you at the time of acquisition and confirmed in writing, will not be less than approved appraisal of the fair market value.

If you, as owner, feel that Neighborhood Care Inc.'s offer does not represent the true value of your property, you can refuse to accept it. It will then be your responsibility to present evidence that there should be a change in the offering price.

Any outstanding loans and liens on the property must be paid prior to or at the time of settlement. Our representative will discuss these arrangements with you at the time of negotiations.

If you should have any questions regarding these or any other matters, please feel free to contact Neighborhood Care, Inc., 8th Floor, City/County Building or call 423-7431. The office is open from 7:30 A.M. to 4:30 P.M., Monday through Friday, during the summer months and reverting back to 8:00 A.M. to 5:00 P.M. in September.

APPRAISAL REVIEW SUMMARY SHEET

<u>TYPE OF IMPROVEMENT:</u>	DUPLEX	TWO UNITS
<u>APPRASERS:</u>	Adams	Bill
<u>MARKET DATA APPROACH:</u>		
COMPARABLES	3	3
VALUE INDICATED	<u>15,600.00</u>	<u>\$14,600.00</u>
<u>FINAL VALUE ESTIMATE:</u>		
LAND	<u>\$1,600.00</u>	
IMPROVEMENTS	<u>\$13,500.00</u>	
TOTAL	<u>\$15,100.00</u>	

The reviewer has averaged the two values of the appraisers. His recommended or suggested purchase price is \$15,100.00.

April 26, 1978

(DATE)

Harold Lewis
Real Estate Specialist



THE CITY OF FORT WAYNE
COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

April 26, 1978

Dear Mr. Graft:

This is to confirm our meeting on 4-3-78 in regards to your property at 2308 & 2310 Pontiac, which we intend to acquire.

Neighborhood Care, Inc. wishes to purchase the above mentioned property for a sum of \$15,100.00.

Your attention is directed to the fact that Neighborhood Care, Inc. has made a most conscientious effort to establish the fair market value of the property. To do this, two separate and independent appraisals have been made by highly qualified appraisers. Each appraisal report has been carefully reviewed and the property inspected by members of Neighborhood Care, after which, a price was then established in accordance with state statutes by taking the average of the two appraisals. Enclosed, for your information, is a summary statement of the basis for the amount established as just compensation for your property.

Only after all these steps have been taken, can we offer a purchase price to you or any other property owner. In carrying out this project, it is the policy of Neighborhood Care, Inc. to make a direct offer of the maximum approved price to every property owner without preliminary negotiations or any sort of bargaining. This policy is based on the belief that every property owner should receive no less than full fair market value for his holdings.

Should you find our offer acceptable, it is requested that both copies of the two enclosed Agreement to Purchase Real Estate be executed by the appropriate individuals indicated and returned to this office as soon as possible. Once this option has been approved by the Board of Directors of Neighborhood Care, Inc., a copy will be forwarded to you for your records and a closing can be arranged. If, however, our offer does not prove acceptable, it would be appreciated if you would advise us in writing, on or before 5-8-78.

Sincerely,

Ethel E. Watson
Ethel E. Watson
Director

*Received for John Lee Graft
this 20th day of April 1978
H. C. Watson, Esq.*



THE CITY OF FORT WAYNE
COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

April 3, 1978

Mr. John Lee Gaft
114 West Third
Florence, Colorado 81226

RE: 2308 & 2310 Pontiac

Dear Mr. Gaft:

In accordance with statutory requirements, please be advised that Neighborhood Care, Inc. has engaged real estate appraisers to determine fair market value on your property located at 2308 & 2310 Pontiac.

Within the next few weeks, two appraisers will be contacting you in order to arrange an inspection of your property for preparation of their appraisal reports.

Please be advised of your rights, either personally or through your designated representative, to accompany these individuals in preparing a fair appraisal.

We would appreciate it if you would extend your fullest cooperation to these individuals and on behalf of Neighborhood Care, Inc., I would like to thank you for your cooperation in this appraisal process.

Sincerely,

Harold Lewis

Harold Lewis
Real Estate Specialist

HL/ejg



AGREEMENT TO PURCHASE REAL ESTATE

DATE: April 3, 1974

TO: John Lee Draft

OWNERS

I hereby agree to purchase from you for the sum of \$ 10,100.00, the real estate in Allen county, Indiana, commonly known as 231-11-20-10-100-10, the legal description of which is:

**Cash or
Cash Sale
With New
Mortgage**

I WILL PAY SAID SUM OF \$ 10,100.00, FOR SAID PROPERTY UPON THE FOLLOWING TERMS: \$ _____ cash upon delivery to me of a properly executed Warranty Deed for said property. Subject, however, to my ability to obtain within _____ days from the date hereof a _____ mortgage loan upon said property in an amount of not less than \$ _____. Failure to obtain such financing within said period of time shall render this Agreement null, void and of no force and effect, and any earnest money deposited hereunder shall be refunded to me without delay. I agree to make immediate application for such financing.

**Sale to
Existing
Mortgage**

I shall assume and agree to pay the unpaid balance of an existing mortgage upon said property, which mortgage is held by _____, as Mortgagee, the approximate balance of which is \$ _____. At the final closing of this transaction I shall pay to you the balance of the purchase price in cash and will, in addition thereto, reimburse you in cash, for any accumulated escrow funds, upon the proper assignment of same by you to me. At the time of final closing, you shall deliver to me a properly executed Warranty Deed for said property, which shall be subject to the unpaid balance of said mortgage indebtedness.

**Sale on
Land
Contract**

Payment of the sum of \$ _____, in cash, upon the execution of a land contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money in monthly payments of not less than \$ _____ dollars per month including _____ % interest, computed _____ plus taxes and insurance. Land Contract to be written upon the Allen County Bar Association form unaltered.

THIS AGREEMENT TO PURCHASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

**Tax
Agreement**

1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in May (November), 19_____, and all subsequent taxes, and I shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

Survey

2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of all improvements located thereon, as of the date hereof.

Title Exam.

3. Prior to the execution of the (Warranty Deed) (Land Contract) you will furnish, at your expense, a properly prepared abstract of title for said real estate, confirmed to a date after the date of this Agreement of Purchase, disclosing a marketable title in you. I will have said abstract examined by my attorney and if a legal opinion is desired, without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

Closing

4. This transaction shall be closed as soon as your title to said real estate meets the necessary legal requirements and I obtain the necessary financing. If any, as hereinabove provided, At said closing, you shall deliver to me a properly executed (Warranty Deed) (Land Contract) as hereinabove provided, (conveying) (contracting to convey) to me said real estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to me of said (Warranty Deed) (Land Contract). In the event said real estate and all improvements thereon cannot be (conveyed) (contracted to be conveyed) to me in substantially their present condition, usual wear and tear excepted, this agreement, at my election, shall not be binding upon me, and my earnest money deposited hereunder shall be returned to me without delay.

Possession

5. Possession of said real estate shall be delivered to me on or before _____, 19_____. Rentants rights, if any, shall be pro-rated, and insurance shall be surrendered to me.

**Improvements &
Fixtures**

6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and All items on MLS Listing Sheet #16869. If, any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances, at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

Zoning

7. I hereby represent that my intended use of the said real estate requires a zoning classification of _____ and this Agreement to Purchase is contingent on the said real estate being in such use district.

**Inspection of
Property**

B. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

**Earnest
Money**

9. I hereby deposit with your Agent, Kesterke Realty, Inc. through John R. Hartman, Inc., the sum of \$ 1000.00, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement to Purchase, I will deposit with your said agent additional earnest money in the sum of \$ _____, all of which earnest money is to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by you on or before the _____ day of April, 1974, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase, my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

This offer contingent on the approval of the zoning office of the City of Fort Wayne.

Buyer

Buyer: John Lee Draft Buyer: _____
Address: 105-11-20-10-100-10 Address: _____
Phone: 1-214-1213 Phone: _____

**Receipt
of
Earnest
Money**

I, _____, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ _____, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this _____ day of _____, 19_____.

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof _____.

and also agree to pay our said agent a commission of 6% of sales price, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.

Seller

Dated this _____ day of _____, 19_____.
Seller: John Lee Draft Seller: _____
Address: 105-11-20-10-100-10 Address: _____
Phone: 1-214-1213 Phone: _____

**Receipt
of
Earnest
Money**

I, _____, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ _____, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this _____ day of _____, 19_____.



City Clerk Memorandum
CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 6-7-78
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council 6-13-78

COPIES TO:

BILL NO. S-78-05-23

AN ORDINANCE approving an Agreement
to purchase Real Estate from Mr. John
Lee Gaft for Neighborhood Care, Inc.

Pursuant to the request of the Standing Committee Chairman of Finance of the Common Council, the presence of Ethel Watson, Neighborhood Care, is respectfully requested on June 13, 1978, at 7:00 P.M., Room 128, Common Council Conference Room.

A more detailed explanation is requested regarding the occupancy rules for apartment dwellings and the occupancy of more than one single parent sharing a home.

Your cooperation will be greatly appreciated.

MR
4/7/78

4072

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE Appropriation Ordinance

L-78-05-23

DEPARTMENT REQUESTING ORDINANCE C.D.&P., Neighborhood Care, Inc.

SYNOPSIS OF ORDINANCE Allow Neighborhood Care, Inc. to Purchase property at 2308 & 2310 Pontiac.

EFFECT OF PASSAGE Neighborhood Care, Inc. would purchase the property at 2308 & 2310 Pontiac.

EFFECT OF NON-PASSAGE Neighborhood Care would not purchase the property at 2308 & 2310 Pontiac.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$15,100.00

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: 5-5-78

Zemino